



100% Post Consumer Recycled Paper

REQUEST FOR PROPOSAL
FOR THE PURCHASE OF
A STATIONARY COMPACTOR AND RECEIVER CONTAINERS

FEBRUARY 2010

GALLATIN SOLID WASTE MANAGEMENT DISTRICT
P.O. Box 461
THREE FORKS, MT 59752

COMPANY/VENDOR NAME:

(As submitted on enclosed proposal form)

TOTAL OF PROPOSAL SUBMITTED:

GALLATIN COUNTY
REQUEST FOR COMPETITIVE SEALED PROPOSALS
FOR Stationary Compactor and Receiver Boxes

INTRODUCTION

TO ALL INTERESTED VENDORS: Gallatin County is seeking competitive sealed proposals from “vendors” to provide work, services and/or goods described on the attached Exhibit A incorporated herein.

DELIVERY DEADLINE & INSTRUCTIONS

In a sealed box or envelope with company name shown clearly on the outside, addressed and delivered to: “COMPETITIVE SEALED PROPOSAL FOR **Stationary Compactor and Receiver Containers**” Gallatin County Clerk and Recorder, 311 West Main Room 204, Bozeman, MT 59715” NO LATER THAN: 4:00 PM, Mountain Time, 16th day February, 2010. **PROPOSALS THAT ARE UNSIGNED OR SUBMITTED BEYOND THIS DEADLINE SHALL NOT BE CONSIDERED AND SHALL BE REJECTED.**

PROPOSAL FORM & CONTENTS

Deliver one (1) signed original, plus five (5) copies prepared as follows:

<u>Document</u>	<u>Minimum Information</u>
1. Cover Letter:	Company name, address, location, phone number, email address, contact persons.
2. Binding Proposal Signed:	Vendor shall state in writing that the proposal is complete, legally binding and that the person signing the proposal has the authority to bind the company.
3. Request For Proposal:	A copy of this Request For Proposal (RFP) shall be signed and included with the proposal (see below).
4. Work / Services / Goods:	Describe in detail work, services & goods as per Exhibit A.
5. Contract Price / Costs:	Total contract price & costs, including delivery to 2143 Story Mill Road Bozeman, MT 59715.
6. License:	Copy of License, Business Certificate.
7. Financial Responsibility:	Company History, Credit Rating, Moody's AE Best, Experience & Expertise, Insurance.
8. References:	List minimum of 3-references with contact information, photos, drawings, or description of similar projects completed.
9. Warranty:	Provide copy of warranty terms & conditions.
10. Bid Bond:	Original bid bond equal to contract price & costs.
11. Appendix:	Any additional information that the vendor might submit in support of its Proposal.

AWARD CRITERIA

Proposals will be evaluated based on the following criteria:

Criteria	Percent
Total Costs	50%
Reputation / Experience / Expertise	10%
Financial Responsibility	10%
Meets or Exceeds Specifications	10%
Overall Benefit to County	20%

PROPOSAL OPENING

Sealed proposals will be opened at a regularly scheduled public meeting of the Gallatin Solid Waste Management District at 5:30 PM on Wednesday, February 17, 2010, at Logan Landfill Administration Building, 10585 Two Dog Road, Manhattan, Montana 59741, or upon reasonable notice to the vendors such other duly noticed public meeting.

COMPETITIVE SEALED PROPOSAL PROCEDURE

Gallatin County has adopted the Competitive Sealed Proposal Procedure of Montana Code Annotated (MCA) § 18-4-301 - 304 of the "Montana Procurement Act" and pertinent sections of the "Administrative Rules of Montana." MCA § 18-4-303(2) and § 18-4-304(3) require "adequate" and "reasonable" time for public notice. Persons submitting proposals will be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals, and such revisions may be permitted, after submissions and prior to award for the purpose of obtaining best and final proposals. In conducting discussions and negotiations, there may be no disclosure of any information derived from competing proposals.

A selection committee shall evaluate all conforming proposals. Gallatin County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, and to waive any defects and to allow modifications and supplementation of proposals that are submitted within the deadline.

After an initial screening process, vendors may be asked to make oral presentation(s), and/or provide supplemental information and documentation. All arrangements and scheduling shall be coordinated by the evaluation committee or its agent.

SUBMISSION OF A PROPOSAL CONFERS NO RIGHTS UPON ANY VENDOR AND SHALL NOT OBLIGATE GALLATIN COUNTY IN ANY MANNER WHATSOEVER. GALLATIN COUNTY RESERVES THE RIGHT TO MAKE NO AWARD AND TO SOLICIT ADDITIONAL PROPOSALS AT A LATER DATE.

This RFP may be canceled or any or all proposals may be rejected in whole or in part, as specified herein, when it is in the best interests of Gallatin County, and such reasons will be stated in the contract file. MCA § 18-4-307.

In the event an award is granted, then the contract file shall contain the basis of the award that shall be to the responsible and responsive vendor whose proposal best meets the evaluation criteria and the resident bidder preference of MCA § 18-1-102.

ADDITIONAL INFORMATION

Any interpretation or correction of this RFP will be made by written addendum duly issued and mailed, emailed or faxed to all recipients of this RFP by the evaluation committee or its agent. Modifications, revisions, corrections or amendments to proposals will not be entertained after the proposal due date and time unless specifically requested in writing by Gallatin County. Any modifications must be in writing. In the event that it becomes necessary to request additional clarifying information, or to revise any this RFP, the revisions/amendments/ and or supplements will be provided to all of the initial recipients of this RFP.

BINDING OFFER

Negligence, errors, mistakes or omissions in preparing the proposal, information, documentation, costs, or calculations shall confer no right of withdrawal after the submission deadline.

All costs of preparing the proposal and any subsequent presentation are to be borne by the vendor and may not be included in the Proposal price. **PROPOSAL SHALL CONSTITUTE A VALID LEGAL OFFER FOR 180-DAYS AND MUST BE SIGNED USING THE CORRECT AND COMPLETE LEGAL NAMES AND TITLES OF THE BUSINESS ENTITIES AND INDIVIDUALS.** UNSIGNED PROPOSALS WILL BE REJECTED. THE PROPOSAL SHALL INCLUDE A SIGNATURE LINE FOR ACCEPTANCE BY THE GALLATIN COUNTY COMMISSIONERS.

PROPOSAL SHALL NOT BE WITHDRAWN WITHOUT THE CONSENT OF GALLATIN COUNTY.

MISTAKES & ERRORS

Vendor shall be obligated to disclose errors in costs, calculations or information "mistakes" in the proposal submitted as well as in any related contracts, agreements, estimates, change orders or other documents. In the event that County accepts any proposal, related contracts, agreements, estimates, change order or other documents containing mistakes the vendor shall be obligated to correct mistakes that are adverse to the County and shall have no right to enforce such mistakes against the County, except mistakes that work in favor of the County shall be binding on the vendor.

NOTICE OF AWARD & ACCEPTANCE

Gallatin County shall provide written notice to the vendor that is selected based on this RFP. If no vendor is selected, then a notice of no award shall issue. Gallatin County shall not be bound unless and until the County Commissioners accept the Proposal by Resolution after a duly noticed public hearing, and the same has been executed, recorded by the Clerk & Recorder of Gallatin County, and returned to the vendor.

CONTRACT FORM

THE CONTRACTOR AGREES TO ACCEPT & EXECUTE THE ATTACHED COUNTY WORK & SERVICES AGREEMENT THAT WILL BE ISSUED SUBJECT TO MINOR, NON-SUBSTANTIVE MODIFICATIONS OR CHANGES ONLY. Gallatin County reserves the right to require the vendor to execute such further documents, contracts, agreements or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's office.

INFORMATION REQUESTS

Requests for information or clarification of this RFP, Contact: RFP EVALUATION COMMITTEE c/o Martin Bey, P.O. Box 461, Three Forks, MT 59752. Martin.Bey@gallatin.mt.gov

AGREEMENT TO TERMS & CONDITIONS OF RFP

THE UNDERSIGNED IS DULY AUTHORIZED TO BIND THE COMPANY NAMED BELOW AND HEREBY AGREES TO ALL THE FOREGOING TERMS AND CONDITIONS IN THIS RFP.

DATED: _____ 2010

(company name)

(authorized signature above)

(print name & title)

Exhibit "A"

Proposals will include bids for both the stationary compactor and two compatible receiver containers.

SPECIFICATIONS: STATIONARY COMPACTOR

Meets Specification

Yes___	No___	Charge box capacity is at least 2.5 Cu. Yds.
Yes___	No___	Clear top opening length and width equal at least 3600 sq. in.
Yes___	No___	Cycle time of no more than 90 seconds.
Yes___	No___	Ram penetration of at least 12 inches.
Yes___	No___	Maximum ram force of at least 50,000 LBS, with one or two hydraulic cylinders.
Yes___	No___	Electric motor will be single (1) phase with a minimum of 10 HP.
Yes___	No___	Electrical enclosure will be UL listed, NEMA 4 rated.
Yes___	No___	Dual remote control operator station, one at the power unit featuring a weatherproof safety key lock, pull to start switch, push to stop switch, reverse switch, ram stop extended mode and a full container light. The second will be an identical remote control with key lock, push/pull switch, reverse, ram stop extended and full indicator light, with 50 ft. of flexible conduit remote cable.
Yes___	No___	Pump will operate at least 10 GPM with all-weather hydraulic oil.
Yes___	No___	Pump unit will have a low oil and high temperature shut off sensor.
Yes___	No___	Oil tank will be at least 25 Gal., including a oil level site gauge, and a fluid reservoir heater.
Yes___	No___	External power unit will be weatherproof, with an all-weather pressure gauge.
Yes___	No___	Charge box will have at least .5 in. steel plate floor.
Yes___	No___	Charge box will have at least .25 in. steel plate sides.
Yes___	No___	Ram plate will be at least .5 in steel plate.
Yes___	No___	Ram platen will have nylon/polyethylene, or better, wear bars on the sides, top and bottom.
Yes___	No___	Standard receiver box opening with top breaker bar
Yes___	No___	Ratchet claw type grab hooks.
Yes___	No___	Compactor will be fitted with a side loading hopper.
Yes___	No___	Loading height will be no more than 50 in. high.
Yes___	No___	Heavy duty corrosion resistant primer and paint.
Yes___	No___	Compactor will come with a full warranty on structure and components for at least 2 years.

SPECIFICATION: 2- 40 CU.YD. OCTAGON RECEIVER CONTAINERS

Meets Specification

Yes___	No___	Both octagon roll-off containers are to be identical construction, at least 40 cu. yd. capacity.
Yes___	No___	Body, top, and door will be at least 7 gauge thick steel.
Yes___	No___	Floor will be at least .25 in. thick.
Yes___	No___	Heavy duty rear door hinges with grease fittings.
Yes___	No___	Both hook style and cable lift hooks and understructure.
Yes___	No___	Rear and front ground rollers of heavy duty steel piping.
Yes___	No___	Standard receiver box opening to match compactor.
Yes___	No___	Heavy duty canvas door covers.
Yes___	No___	Heavy duty corrosion resistant primer and paint.
Yes___	No___	Ratchet closure sealed tailgate door.
Yes___	No___	Containers will come with a full warranty on structure and components for at least 2 years.
Yes___	No___	A bid bond must be included with submittal equal to the total proposal price.

Attachment:

WORK & SERVICES AGREEMENT

This agreement made this ____ day of _____, 20____, upon all the mutual, good and valuable consideration together with all the terms, conditions, covenants, representations, requirements, recitals, obligations, promises, and performance herein or attached and incorporated and agreed by the parties:

1. **COUNTY:** Gallatin County, 311 W. Main Street, Room 301, Bozeman, Montana 59715, Telephone: 406-582-3000, and, has authority to contract for such work and services, and desires to have the CONTRACTOR perform the work and services specified in Scope of Work, and

2. **CONTRACTOR:** _____
Telephone: (406) _____, Email: _____ that represents, warrants, promises and guarantees CONTRACTOR: (a) is an independent contractor engaged in an independently established business or profession, and renders work and services in the course of such business or profession as an independent contractor; (b) is and will be free from control or direction over the performance of its work and services; (c) is and shall at all times be qualified, skilled and licensed to perform such work and services; (d) is and shall be in full compliance with all federal, state, and local rules, laws, regulations or ordinances whatsoever regarding, concerning, or relating to the scope of work and CONTRACTOR'S business or profession; (e) agrees to provide and perform such work and services specified in the scope of work; (f) is in good standing and authorized to do business in the State of Montana; (g) the undersigned has authority to execute and enter into this agreement and bind the CONTRACTOR to all the terms, conditions, covenants, representations, requirements, obligations, promises and performance herein or attached and incorporated.

3. **COMMENCEMENT DATE.** CONTRACTOR shall commence work no later than _____, 20____.

4. **COMPLETION DATE.** CONTRACTOR shall have all work and services and the SCOPE OF WORK complete to the COUNTY's full satisfaction no later than _____.

5. **CONSIDERATION.** The "contract price" or "agreed amount" is a total amount of _____ (\$_____.00). CONTRACTOR agrees that all work and services specified in the Scope of Work shall be rendered, delivered, installed or performed for the contract price or agreed amount. Under no circumstances whatsoever shall the amount charged or paid under this agreement exceed the contract price or agreed amount, except for change of work orders that shall be considered additional work and shall be in writing, fully negotiated, agreed to and executed by the parties upon additional fair and reasonable terms, conditions and consideration.

6. **SCOPE OF WORK.** CONTRACTOR shall provide all materials and perform all labor to complete the project described as follows or services as described in the SCOPE OF WORK attached as Exhibit "A."

7. **PAYMENT SCHEDULE.** Payment shall be made as per Exhibit B "Payment Schedule" attached and incorporated, or if no payment schedule is attached, then the CONTRACTOR agrees to be paid in partial payments in amounts indicative of the actual percentage of work and services delivered or performed. COUNTY shall make payment within 30 days of receipt of CONTRACTOR'S invoice provided that work and services have been performed in accordance with this agreement. In the event that COUNTY's funding is unavailable or limited, then the COUNTY may reduce the amount of consideration upon consent of the CONTRACTOR, or without consent terminate this agreement.

8. **CONTRACT REPRESENTATIVES.** CONTRACTOR names _____ as contact person, who shall receive and examine the documents or information supplied by the COUNTY, act as Project liaison between the COUNTY and the CONTRACTOR and respond to requests from the COUNTY in writing promptly to prevent unreasonable delay in the progress of the project. CONTRACTOR will not release information to any third party without prior written approval from the COUNTY'S contact person. COUNTY names _____, as contact person.

WORK AND SERVICES AGREEMENT 02.2010 Contractor Initials _____

9. TIME IS OF THE ESSENCE. CONTRACTOR shall perform all work and services, obligations, and requirements without delay TIME BEING OF THE ESSENCE. CONTRACTOR assumes all risks whatsoever for performance within the time allowed, and shall have no defense whatsoever for failure to complete all work and services in the SCOPE OF WORK whether due to labor shortage; strike; lockout; lack of available goods; lack of subcontractors; breakdown, repair or maintenance of machinery, vehicles or equipment; force majeure; power failure; act of God; or otherwise.

10. ADDITIONAL WORK. No claims for extra, additional, or changes in the work or services will be made by CONTRACTOR without written agreement with COUNTY prior to the performance of such services.

11. PROPRIETARY INFORMATION. Both parties agree to use reasonable care not to disclose proprietary information to any third party, and will not use information developed during this project for the benefit of others except as may be authorized in writing. All documents, records, maps, drawings, or other papers acquired by CONTRACTOR during this project shall remain the property of COUNTY.

12. RELEASE OF INFORMATION. CONTRACTOR will not release information to any third party without prior written approval from the COUNTY'S contact person. However, CONTRACTOR will be available, with COUNTY'S approval, to respond to public and media questions and information inquiries. A log of such inquiries and responses will be kept and made available to the COUNTY, if requested.

13. TERMINATION FOR DEFAULT. The performance of Work under this Agreement may be terminated by the COUNTY, in accordance with this clause, in whole or in part, in writing, whenever the COUNTY shall determine that the CONTRACTOR has failed to perform as agreed or is in default of any part of this agreement. Without limitation, the COUNTY has the right to terminate for default, if the CONTRACTOR: fails to deliver supplies, materials, goods, service, labor or work; fails to perform within the time specified; or if the CONTRACTOR fails to perform or breaches any representation, promise, warranty, guarantee, provision, term or condition of this agreement.

14. TERMINATION FOR CONVENIENCE. The COUNTY may without cause terminate this contract in whole or in part at any time for its convenience upon reasonable written notice to the CONTRACTOR.

15. CONTRACTOR LIMITATION OF CLAIMS FOR BREACH AND DAMAGES. CONTRACTOR agrees that CONTRACTOR's damages, rights and remedies in any case or controversy arising under this agreement are limited and shall not exceed the reasonable costs of the work performed and materials installed through to the date of termination less any consideration received. CONTRACTOR waives claim to any damages based on lost profits, consequential, incidental, special, punitive, interest, or delay. Failure of the CONTRACTOR or its contractors or subcontractors to include similar clauses into its subcontracts and purchase orders shall not expose the COUNTY to any liability. The foregoing shall not constitute an exemption from responsibility, and shall not exempt the COUNTY or anyone "from responsibility for his own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent" as per MCA 28-2-702.

16. CONTRACTOR ADDITIONAL OBLIGATIONS. The CONTRACTOR'S obligations, duties and responsibilities include at all times the following: (a) provide all labor, materials, equipment, supplies and incidentals necessary to perform and complete the scope of work; (b) prepare and present such information as may be pertinent and necessary, in order for the COUNTY to pass critical judgment on the quality of the scope of work; (c) perform work and services in accordance with generally accepted commercial or accepted industry standards regarding similar type projects, work or services; (d) all work and services must be performed and completed in a manner that is satisfactory to the COUNTY; (e) Perform all professional services in connection with the scope of work at a standard of similarly situated professionals in the United States, and to the full satisfaction of the COUNTY; (f) maintain appropriate safety standards and keep all areas of work and adjacent areas free from foreseeable risks of harm and dangers; (g) allow the COUNTY upon reasonable notice and at reasonable times the right of review, inspect and examine the CONTRACTOR'S place of work and records pertaining to this agreement; (h) maintain compliance with all not for profit rules, laws and regulations.

WORK AND SERVICES AGREEMENT 02.2010 Contractor Initials _____

17. LAWS AND REGULATIONS. CONTRACTOR has an affirmative duty to take notice of, observe, and strictly comply with all existing laws, rules and regulations and any all laws, rules and regulations that may be adopted after the date of this agreement. Whether or not the same are expressly stated in the agreement, the CONTRACTOR shall strictly comply with all applicable state, federal and local laws and regulations, including, but not limited to,:

(a) Montana Labor Preference. CONTRACTOR shall give preference to the employment of bona fide Montana residents in the performance of the work. Section 18-2-403, MCA.

(b) Equal Opportunity. Pursuant to Sections 49-2-303 and 49-3-207, MCA no part of this contract may be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by person performing the contract. Any hiring must be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

(c) Prevailing Wage Rates. CONTRACTOR must pay the standard prevailing wage rates, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to Gallatin COUNTY, Montana. Any questions concerning prevailing wages should be directed to the Montana Department of Labor and Industry, Labor Standards Bureau, Capitol Station, Helena, Montana, 59620, Phone: 406-444-5600. CONTRACTOR shall post in a prominent and accessible site on the project or work area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees employed on the site or work area. Section 18-2-406, MCA. The current standard prevailing wage rates published by the Montana Department of Labor and Industry for each relevant job classification necessary to complete the scope of work are incorporated by reference into this agreement.

(d) Safety. CONTRACTOR on behalf of itself and COUNTY assumes sole responsibility for initiating, maintaining and supervising all health and safety precautions and programs for all employees, subcontractors, agents, and consultants in connection with the performance of this Agreement. CONTRACTOR shall ensure that its employees, consultants, subcontractors, agents are adequately and appropriately trained pursuant to the Montana Safety Culture Act, Title 39, Chapter 71, Part 15 of the Montana Code Annotated. CONTRACTOR shall also comply with the safety rules, codes, and provisions for occupational safety under Title 50, Chapter 71 of the Montana Code Annotated.

(e) Registration and Withholding. CONTRACTOR shall register with the Montana Department of Labor and Industry in accordance with Title 39, Chapter 9, Montana Code Annotated. CONTRACTOR acknowledges the requirements of Title 15, Chapter 50, Montana Code Annotated and it, not COUNTY, will withhold and forward certain portions of gross contract receipts where necessary.

(f) Professions and Occupations. CONTRACTOR shall ensure all work and services undertaken for the COUNTY shall meet the requirements of Title 37, Montana Code Annotated. Work and services undertaken by licensed professionals, such as surveyors, architects and engineers, shall be completed, signed, and stamped by a such professionals licensed.

(g) New Laws and Regulations. If during the term of this Agreement new laws or regulations become applicable, CONTRACTOR shall also comply with them without notice from COUNTY.

18. LIEN. Provided that COUNTY has first made all payments as required herein, CONTRACTOR shall pay all valid bills and charges for material and labor incurred by it and arising out of the SCOPE OF WORK and will hold COUNTY free and harmless against all liens and claims of liens or services, labor and materials filed against the property upon which the scope of work is commenced. As evidence of payment of service CONTRACTORS, material men and subcontractors, CONTRACTOR shall file lien waivers. CONTRACTOR will also file the same for its services. CONTRACTOR shall provide the necessary information on to identify all CONTRACTORS of services, material men and subcontractors.

WORK AND SERVICES AGREEMENT 02.2010 Contractor Initials _____

19. WAIVER AND INDEMNIFICATION. CONTRACTOR waives any and all claims and recourse against COUNTY or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this agreement except "responsibility for his own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent" as per MCA 28-2-702.

(a) CONTRACTOR will indemnify, hold harmless, and defend the COUNTY and its agents, principals, and employees from and against any and all liability (including liability where activity is inherently or intrinsically dangerous), damages, losses or costs, , including but not limited to reasonable attorney's fees (including fees of the COUNTY Attorney) arising out of or resulting from CONTRACTOR'S or third party's negligence, recklessness, or intentional misconduct, or from CONTRACTOR'S or a third party's failure to comply with the requirements of this agreement or with all federal, state and local law applicable to the performance of this agreement but only to the extent that the liability, damages, losses, or costs are caused by the negligence, recklessness, or intentional misconduct of the CONTRACTOR or a third party or the CONTRACTOR's officers, employees or agents. In the event of an action filed against COUNTY resulting from CONTRACTOR'S performance under this agreement, COUNTY may elect to represent itself and incur all costs and expenses of suit.

(b) These obligations shall survive termination of this agreement.

20. INSURANCE. CONTRACTOR shall carry comprehensive general liability insurance in the amount no less than \$1,500,000.00 for each occurrence; Automobile liability in the amount of \$1,500,000.00 combined single limit; Professional Liability or Errors and Omissions coverage in the amount of \$1,500,000.00. All insurance policies shall be primary and noncontributory and shall name Gallatin COUNTY as additional insured.

(a) Such certificate shall require no less than 15 days notice of cancellation to COUNTY.

CONTRACTOR shall put COUNTY on immediate notice of any changes or cancellation in coverage.

(b) CONTRACTOR shall require all consultants, and subcontractors to meet the same insurance coverage.

21. INDEPENDENT CONTRACTOR. CONTRACTOR, and its consultants, contractors, and subcontractors, shall at all times be considered independent contractors. Notwithstanding its obligation to fulfill the scope of work, CONTRACTOR and its consultants and subcontractors have been and will continue to be free from control or discretion over their performance under this agreement and in fact. COUNTY will not be responsible for withholding any state or federal taxes or social security, nor will the COUNTY extend any of the benefits to the CONTRACTOR that it extends to its employees. The CONTRACTOR is required to maintain necessary records and withholding.

22. WORKERS COMPENSATION. As an independent contractor, CONTRACTOR must provide Workers Compensation for all employees in the amount required by Montana law.

23. ATTORNEY'S FEES. If it is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Gallatin COUNTY Attorney.

24. COUNTY'S DAMAGES. The COUNTY's damages in the event of the CONTRACTOR's default, breach or failure to perform shall include without limitation: damages for the cost of materials and labor to complete the work and services, and/or fix, repair, remedy, reconstruct, rebuild, remove or replace the materials, work and services; the difference in contract price between this agreement and any other agreements that the COUNTY might enter to complete the work and services; consequential, incidental, compensatory, administrative costs, punitive and foreseeable damages; and such other and further damages, claims, or remedies that might be allowed at law.

25. NO PRESUMPTION. Payment by the COUNTY to the CONTRACTOR for goods, work, services, materials, claims or performance shall create no presumption that the CONTRACTOR's goods, work, service, materials, claims or performance is satisfactory or meets the terms, conditions, representations, promises, warranty or CONTRACTOR's obligations whatsoever.

WORK AND SERVICES AGREEMENT 02.2010 Contractor Initials _____

26. **HOLD BACK.** The COUNTY may hold back payment or refuse payment whenever in the COUNTY's sole discretion it is required to assure, obtain or compel CONTRACTOR's compliance or performance with this agreement.

27. **PAYMENT AND PERFORMANCE BONDS.** If the COUNTY, in its sole discretion, requires the CONTRACTOR shall post payment and performance bonds in an amount no less than the sum of the contract price. Bond documents must be delivered to the County within 3 days of the contract award and prior to the commencement of work.

28. **VENUE.** An action to enforce this Agreement shall be brought in the District Court of the Eighteenth Judicial District, Gallatin COUNTY Montana.

29. **NOTICE.** All notices and certifications made pursuant to this agreement shall be delivered to the addresses above by certified mail or personal delivery in care of the parties representative named at ¶ 8 of this Agreement. A party shall give the other prompt notice of any change in address.

30. **INTERPRETATION / ENTIRE AGREEMENT.** This Agreement shall be governed and interpreted according to the laws of the State of Montana. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision. Both parties having been given an opportunity to have this Agreement reviewed by others, the Rule of Construction providing that the Agreement shall be construed against the drafter will not be used in the interpretation of this Agreement. Words shall be given plain meaning and effect, the parties acknowledge and agree that there is no ambiguity. No extrinsic evidence. This document represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, agreements or representations, either written or oral. This agreement may be amended only by written instrument signed by both COUNTY and CONTRACTOR.

31. **NON-WAIVER.** Delay, waiver or failure to enforce or assert any claim, defense or provision of this agreement shall not operate as a waiver of any of the COUNTY's rights and remedies at law or equity that are expressly reserved without limitation.

32. **NON-ASSIGNMENT.** No assignment without the other parties written consent which shall not be unreasonably withheld.

33. **EXECUTION OF AGREEMENT.** The Gallatin COUNTY Clerk and Recorder will keep the original agreement. An exact unaltered copy of the original agreement has the same force and effect as the original.

34. **CONDITION PRECEDENT DELIVERY OF DOCUMENTS: CERTIFICATE OF INSURANCE / WORKERS COMPENSATION / INDEPENDENT CONTRACTOR STATUS.** As a condition precedent to this agreement binding the parties, on or before execution of this agreement CONTRACTOR shall deliver to the COUNTY original or certified copies of the Certificate of Insurance, Certificate of Workers Compensation Coverage, Independent Contractors License, and any other documents required. CONTRACTOR shall cooperate in good faith and shall deliver, upon request, such other and further documents as may be reasonably required to determine CONTRACTOR's strict compliance with the required insurance, workers compensation coverage and independent CONTRACTOR status and the terms and conditions of this agreement.

35. **NO OFFER EXPRESS OR IMPLIED.** Transmittal, delivery or publication of this AGREEMENT FOR WORK AND SERVICES shall NOT BE CONSTRUED AS AN OFFER EXPRESS OR IMPLIED. Gallatin County shall not be bound to the terms and conditions, unless and until this agreement has been fully executed, approved in writing by the County Attorney, adopted and by Resolution of the County Commission and returned to the contractor.

WORK AND SERVICES AGREEMENT 02.2010 Contractor Initials _____

36. **NO DISTRIBUTION, COPYING OR PUBLICATION.** This form of agreement is the property of Gallatin County and shall not be copied, distributed, published, altered, modified, amended or used in any manner without the express written authority of the County Attorney.

WORK AND SERVICES AGREEMENT 02.2010 Contractor Initials _____

Notice of Request for Proposals for Stationary Compactor and Receiver Containers

Gallatin Solid Waste Management District is requesting proposals for a Stationary Compactor and Receiver Containers. Proposals will be received by the Gallatin County Clerk and Recorder at 311 West Main Street, Room 203, Bozeman, MT 59715, no later than 4:00 p.m. on Tuesday, February 16, 2010. The envelope shall be plainly marked on the outside with the words "Competitive sealed proposal for Stationary Compactor and Receiver Containers for the Gallatin Solid Waste District Equipment Solicitation February 2010." The envelope shall bear on the outside the name of the Company/Vendor and its address. Proposals will be publicly opened and read aloud at the regular meeting of the District Board to be held at 10585 Two Dog Road, Logan, MT 59741, in the Logan Landfill Administration Building on February 17, 2010. The Board meeting begins at 5:30 p.m.

Requests for information or clarification of this RFP, Contact: RFP EVALUATION COMMITTEE c/o Martin Bey, District Manager, P.O. Box 461, Three Forks, MT 59752.

E-mail: Martin.Bey@gallatin.mt.gov

Published in the Bozeman Daily Chronicle

First Publication: February 3, 2010

Second Publication: February 10, 2010